

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-61393-CIV-DIMITROULEAS

GIANNI VERSACE, S.R.L., *et al.*,

Plaintiffs,

vs.

1101397627, *et al.*,

Defendants.

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FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court upon Plaintiffs' Motion for Entry of Final Default Judgment Against Defendants (the "Motion") [DE 13], filed herein on October 31, 2023. The Court granted the Motion in an Order entered separately today. Pursuant to Federal Rule of Civil Procedure 58(a), the Court enters this separate final judgment.

Accordingly, it is **ORDERED AND ADJUDGED** that Final Default Judgment is hereby entered in favor of Plaintiffs, Gianni Versace, S.r.l. ("Versace"), J.Choo Limited ("Jimmy Choo"), and Michael Kors, L.L.C. ("Michael Kors") (collectively "Plaintiffs"), and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants" and/or "Store IDs") as follows:

(1) Permanent Injunctive Relief:

Defendants and their officers, directors, agents, representatives, servants, employees, subsidiaries, distributors, and all persons acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

- a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing

- goods bearing and/or using Plaintiffs' trademarks, or any confusingly similar trademarks and/or using Plaintiffs' copyrighted work or any derivative works thereof, identified on Schedules "B," "C," and "D" respectively, of the Complaint ("Plaintiffs' Marks");
- b. using the Plaintiffs' Marks in connection with the sale of any unauthorized goods;
 - c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
 - d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
 - e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs;
 - f. using any reproduction, counterfeit, copy, or colorable imitation of the Plaintiffs' Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
 - g. affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiffs or in any way endorsed by Plaintiffs and from offering such goods in commerce;
 - h. otherwise unfairly competing with Plaintiffs;
 - i. using the Plaintiffs' Marks, or any confusingly similar trademarks on e-commerce marketplace websites, within domain name extensions, metatags, or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms which are visible to a computer user or serves to direct computer searches to Internet based e-commerce stores, websites, or businesses registered by, owned, or operated by Defendants including the Internet based e-commerce stores operating under the store identification numbers identified on Schedule "A" (the "Store IDs"); and
 - j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

(2) Additional Equitable Relief:

- a. Pursuant to 28 U.S.C. section 1651(a), The All Writs Act, and the Court's inherent authority, Defendants and all third parties with actual notice of this Order are enjoined from participating in, including providing financial services, technical services or other support to, Defendants in connection with the sale and distribution of non-genuine goods bearing and/or using counterfeits of the Plaintiffs' Marks.
- b. Pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, Plaintiffs are authorized to serve this Order on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are or have been used by Defendants in connection with Defendants' promotion, offering for sale, and/or sale of goods bearing and/or using counterfeits and/or infringements of the Plaintiffs' Marks.
- c. The Defendants are hereby ordered to, within five (5) days from receipt of a copy of this Order, request in writing permanent termination of any Store IDs, usernames, and social media accounts they own, operate, or control on any e-commerce or social media platform.
- d. Pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and this Court's inherent authority that, upon Plaintiffs' request, the applicable administrators for the Store IDs which are provided with notice of this Order, disable and/or cease facilitating access to the Store IDs and any other alias e-commerce stores, usernames, store identification numbers, seller identification names, social media accounts, and private messaging accounts, being used and/or controlled by Defendants which have been used in connection with marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of the Plaintiffs' Marks.
- e. Pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority that, upon Plaintiffs' request, any administrators for the Store IDs which are provided with notice of this Order, identify any e-mail address known to be associated with Defendants' respective Store IDs.
- f. Pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and this Court's inherent authority that, upon Plaintiffs' request, any marketplace administrator which is provided with a copy of this Order, permanently remove any and all listings and associated images of goods bearing and/or using counterfeits and/or infringements of the Plaintiffs' Marks via the e-commerce stores operating under the Store IDs, including but not limited to the listings and associated images identified by the infringing product numbers on Schedule "A" hereto, and upon Plaintiffs' request, any other listings and images of goods bearing and/or using counterfeits and/or infringements of the Plaintiffs' Marks associated with or linked to the same sellers or linked to any other alias e-commerce stores, usernames, store identification numbers, seller identification names being used and/or controlled by Defendants to promote, offer for sale and/or sell goods

bearing and/or using counterfeits and/or infringements of the Plaintiffs' Marks.

- g. Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and this Court's inherent authority that, upon Plaintiffs' request, Defendants and any marketplace administrator which is provided with a copy of this Order, immediately cease fulfillment of and sequester all goods of each Defendant bearing one or more of the Plaintiffs' Marks in its inventory, possession, custody, or control, and surrender those goods to Plaintiffs.

(3) Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. § 1117(c):

- a. Award Plaintiffs damages of \$1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of Defendants' conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range of 15 U.S.C. § 1117(c).
- b. Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority that, upon Plaintiffs' request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, and their related companies and affiliates, identify, restrain, and surrender to Plaintiffs all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the Store IDs including all related e-commerce stores, store identification numbers, seller identification names, or usernames used by Defendants presently or in the future, as well as any other related Store IDs and accounts of the same customer(s), and any other accounts which transfer funds into the same financial institution account(s), and remain restrained until such funds are surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein.
- c. Defendants, upon Plaintiffs' request, immediately pay the cost necessary to correct any erroneous impression the consuming public may have received or derived concerning the nature, characteristics, or qualities of Defendants' products, including without limitation, the placement of corrective advertising and providing written notice to the public.

(4) Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

(5) The Court retains jurisdiction to enforce this Judgment and permanent injunction.

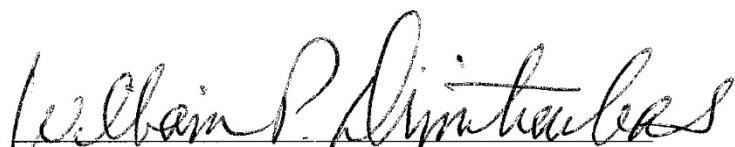
(6) Plaintiffs are ordered to serve a copy of this Order upon Defendants by providing the address to Plaintiffs' designated serving notice website to Defendants via the known electronic messaging accounts via AliExpress' or DHgate.com's messaging service, or via the data related to the respective e-commerce stores, including customer service e-mail addresses and/or onsite contact forms, or via the e-commerce marketplace website e-mail for each of the e-commerce stores, and by website posting by posting copies of the same on Plaintiffs' serving notice website appearing at the URL <http://servingnotice.com/kZ0Rzs/index.html>.

(7) The Clerk shall **CLOSE** this case and **DENY AS MOOT** any pending motions.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this

15th day of November 2023.

Copies provided to:
Counsel of Record


WILLIAM P. DIMITROULEAS
United States District Judge

SCHEDULE “A”
DEFENDANTS BY NUMBER, ALIEXPRESS.COM AND DHGATE.COM STORE ID,
AND INFRINGING PRODUCT NUMBER

Def. No.	Defendant/Store ID	Platform	Infringing Product Number
1	1101397627	AliExpress	3256804147507385
2	1102088234	AliExpress	3256804627788177
3	1101998100	AliExpress	3256804173600955
4	1101695001	AliExpress	3256803223284125
5	1102129372	AliExpress	3256804648361670
6	1101805401	AliExpress	3256804218039454
7	1101851796	AliExpress	3256804125353350
8	21815414	DHGate	792178387
9	20242229	DHGate	413125403
10	21790121	DHGate	774978083
11	21800753	DHGate	773833479
12	21769100	DHGate	757380850
13	21478096	DHGate	737512256
14	21690794	DHGate	749414494
15	21442988	DHGate	775027084
16	21541367	DHGate	791213533
17	21680701	DHGate	775190119
18	21690797	DHGate	749414523
19	21182694	DHGate	819342639
20	21058145	DHGate	716965647
21	21807646	DHGate	786472735
22	21437284	DHGate	789128928
23	21546113	DHGate	814782275
24	21275000	DHGate	703279011
25	21850176	DHGate	822218011
26	21749502	DHGate	762507541
27	21792989	DHGate	768091725
28	21793042	DHGate	775733274
29	21181668	DHGate	806678090
30	20953880	DHGate	426104143
31	21800928	DHGate	789423852
32	21800038	DHGate	775518475
33	21669850	DHGate	786780493
34	21153316	DHGate	486614542
35	21748675	DHGate	801309225
36	21818697	DHGate	793178600
37	20434330	DHGate	786843528

Def. No.	Defendant/Store ID	Platform	Infringing Product Number
38	20702866	DHGate	586696034
39	21699484	DHGate	735253180
40	21778305	DHGate	765323479
41	21750187	DHGate	800140083
42	21750189	DHGate	800150064
43	21763048	DHGate	785171009
44	21134007	DHGate	744598881
45	21702239	DHGate	791049917
46	21443322	DHGate	778797251
47	21183233	DHGate	806168758
48	21667897	DHGate	809388583
49	21105650	DHGate	734658797
50	21227644	DHGate	726332943
51	21228831	DHGate	726341924
52	21814734	DHGate	788246336
53	13827959	DHGate	465139554
54	21655026	DHGate	811328681
55	21690784	DHGate	749646184
56	21669025	DHGate	749414480
57	21014822	DHGate	414734419
58	21705321	DHGate	789678897
59	21679711	DHGate	721932146
60	20486605	DHGate	465031211
61	21658917	DHGate	687412601
62	21843276	DHGate	812076421
63	21628702	DHGate	746583650
64	21822094	DHGate	817348385
65	21185780	DHGate	628488237
66	21111092	DHGate	786807859
67	21812486	DHGate	799003505
68	20255281	DHGate	473452022
69	21819077	DHGate	821186577
70	21461188	DHGate	810360041
71	21514959	DHGate	807188867
72	21819597	DHGate	819310194
73	21761514	DHGate	775715213
74	21403026	DHGate	804864146
75	21745026	DHGate	797370674
76	21811874	DHGate	818824489
77	21704224	DHGate	800868701
78	21708340	DHGate	779342487

Def. No.	Defendant/Store ID	Platform	Infringing Product Number
79	20940038	DHGate	486615971
80	20652971	DHGate	712060061
81	20813764	DHGate	508338491
82	21800938	DHGate	790254810
83	21800925	DHGate	790234025
84	21127953	DHGate	796703741
85	14772552	DHGate	524868157
86	21801010	DHGate	790372703
87	21800950	DHGate	790293363
88	21214998	DHGate	805880043
89	21800976	DHGate	790350076
90	21514600	DHGate	805689541
91	20729850	DHGate	604488114
92	21800923	DHGate	789412016
93	21251250	DHGate	663036859
94	21815215	DHGate	787156446
95	20608876	DHGate	625908043
96	21704223	DHGate	787912167
97	21800979	DHGate	790361349
98	21759921	DHGate	782963617
99	21191605	DHGate	749646259
100	21790395	DHGate	774734115
101	21816773	DHGate	783423377
102	21669023	DHGate	749414548
103	21800968	DHGate	790320450
104	21756069	DHGate	762227741
105	21750780	DHGate	759472741
106	21632025	DHGate	742256363